

**REAL ESTATE**

**For Sale**

**On-Line Auction**

**Sale No. USDA-R-1547**

**Forest Service Loa and Fillmore City  
Residential Sites, Fishlake National  
Forest, Utah**

**Auction Begins August 14, 2006**



**U.S. General Services Administration**

Public Buildings Service

Real Property Disposal Division

819 Taylor Street, Room 8A10

Fort Worth, Texas 76102-6103

817-978-4246

<http://propertydisposal.gsa.gov/property/>

[www.auctionrp.com](http://www.auctionrp.com)

**IMPORTANT NOTICE**

- BIDDERS SHOULD READ ALL PAGES AND ALL SECTIONS OF THE INVITATION FOR BIDS (IFB) BEFORE MAKING A BID.
- GSA IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY IFB THAT WAS NOT OBTAINED DIRECTLY FROM THE UNITED STATES GOVERNMENT.
- BIDS FOR REAL PROPERTY PURCHASE WILL BE RECEIVED CONTINUOUSLY UNTIL SOLD AT THE GSA REAL PROPERTY DISPOSAL DIVISION OFFICE IN FORT WORTH, TEXAS.
- BID CHECKS WILL BE DEPOSITED UPON RECEIPT, WITH A REFUND OF THE AMOUNT TO THE UNSUCCESSFUL BIDDERS UPON AWARD.
- BIDS MUST BE MADE ON THE BID FORMS CONTAINED IN THIS IFB.
- ALL BIDS MUST INCLUDE A BID DEPOSIT AS DESCRIBED IN THE INSTRUCTIONS TO BIDDERS.
- CREDIT CARD DEPOSITS MUST INCLUDE THE "DEPOSIT BY CREDIT CARD" FORM INCLUDED IN THIS IFB.
- THE FOLLOWING INFORMATION MUST APPEAR IN THE LOWER LEFT HAND CORNER OF THE BID ENVELOPE.

SALE #	USDA-R-1547
SALE DATE	On-Line Auction
SALE OFFICE	7PR

See the property on the Internet at <http://propertydisposal.gsa.gov> and [www.auctionrp.com](http://www.auctionrp.com).

## **SALE OF GOVERNMENT REAL PROPERTY**

**SALE NO. USA-R-1547**

### **INVITATION FOR BIDS**

---

**Loa and Fillmore City Residences and one water share  
Fishlake National Forest, Loa and Fillmore City, Utah**

Bids for the purchase of the Government owned property described in the Schedule portion of this IFB will be received continuously by the General Services Administration for Sale Number USDA-R-1547, at the General Services Administration Real Property Disposal Division, Room 8A10, 819 Taylor Street, Fort Worth, Texas 76102-6103. As used herein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

---

#### **BID REGISTRATION SHOULD BE SUBMITTED TO:**

GENERAL SERVICES ADMINISTRATION  
REAL PROPERTY DISPOSAL DIVISION – 7PR  
819 TAYLOR STREET, ROOM 8A10  
FORT WORTH, TEXAS 76102-6103

The properties can be viewed and inspected by appointment by calling Bill Wright (435) 896-1019 or Del Barnhurst (435) 896-1013 for the Fillmore house; or Natalie Morrell (435) 896-1025 or Dave Bell (435) 896-1023 for the Loa house. For information on the bidding process call Linda Perry at 817-978-4246 or write to Real Property Disposal Division (7PR), General Services Administration (GSA), 819 Taylor Street, Room 8A10, Fort Worth, TX 76102. Email Address is [Linda.perry@gsa.gov](mailto:Linda.perry@gsa.gov).

This IFB is issued subject to, and bids submitted pursuant to the IFB must be in compliance with and subject to the provisions of this IFB, including the Schedule portion thereof, and (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale, Invitation No. USA-R-1547 and (4) the provisions of Bid Form and Acceptance, all of which are attached to this IFB and by this reference made a part thereof.

Prospective bidders are urged to inspect the property before submitting a bid. The failure of any bidder to make such inspection will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after award.

## **SCHEDULE**

---

### **1. Location and Description:**

Subject properties include two residences managed by the Fishlake National Forest as well as one water share. One residence is located at 90 South 100 West, Loa, Utah, and the other is located at 245 S. 200 West, Fillmore City, Utah. The two residences, as well as the water share will be sold as separate and comprehensive bid items:

**Bid Item #1** – *Fillmore City Residential Site* contains an existing 1,380 square foot structure and a detached, two-car garage with a small storage/work area on 0.47 acres. The residential structure is heated by a natural gas furnace and includes a living room, kitchen and dining area, two bedrooms, a bathroom, a laundry room, and a partially finished basement containing a third bedroom. The property is served by all utilities, including city water and sewer, and is accessed by a dedicated public street (200 West) which borders the west side of the property.

**Bid Item #2** – *Loa Residential Site* contains an existing 1,804 square foot residential structure and a detached, single-car garage with a small storage/work area on 1.55 acres. A corral and small pasture are also located on the property. The residential structure is heated by a buried heating oil furnace and includes a living room, family room, a kitchen and dining area, three bedrooms and two bathrooms. The residence also contains an unfinished basement. The property is served by all utilities, except public sewer, and is accessed by dedicated public streets (100 South and 100 West).

**Bid Item #3** – *One Water Share* with the Fremont Irrigation Company. This share of stock entitles the shareholder to use a certain proportional share of company-owned water within the town of Loa, which in this case, could be utilized to irrigate the pasture on the Loa residential site.

**Bid Item #4** – *Loa residential site and one water share* (combination of bid items #2 and #3).

**Bid Item #5** – *Loa residential site and Fillmore City residential site* (combination of bid items #1 and #2).

**Bid Item #6** – *Loa residential site, Fillmore City residential site and one water share* (combination of bid items #1, #2 and #3).

## 2. Open House Dates

No Open House dates are set at this time. However, prospective bidders may inspect the houses by appointment by calling Bill Wright (435) 896-1019 or Del Barnhurst (435) 896-1013 for the Fillmore City house; or Natalie Morrell (435) 896-1025 or Dave Bell (435) 896-1023 for the Loa house.

## 3. The Offering

### A. Property Description

The following real and related personal property is managed by the Fishlake National Forest in Millard and Wayne Counties, Utah:

**Bid Item #1** – Fillmore City Residential Site – 245 South 200 West, Fillmore, Utah, Millard County; also described as: Salt Lake Meridian; T. 21 S., R. 4 W., Sec. 29, more particularly described as follows: commencing at the northwest corner of Lot Four (4) in Block Forty-One (41), Plat “A,” Fillmore City Survey, and running thence east 7.5 rods; thence south 10 rods; thence west 7.5 rods; thence north 10 rods, to the Place of Beginning, containing 0.47 acres, more or less.

**Bid Item #2** – Loa Residential Site – 90 South 100 West, Loa, Utah, Wayne County; also described as: Salt Lake Meridian; T. 28 S., R. 2 E., Sec. 1, more particularly described as follows: Lot 1, Block 12, Plat “A,” Loa Townsite Survey, the same being T. 28 S., R. 2 E., Salt Lake Meridian, containing 1.55 acres, more or less

**Bid Item #3** – One Water Share – Fremont Irrigation Company

**Bid Item #4** – Loa Residential Site and One Water Share – 1.55 acres, more or less and one share

**Bid Item #5** – Loa Residential Site and Fillmore City Residential Site – 2.02 acres, more or less

**Bid Item #6** – Loa Residential Site, Fillmore City Residential Site and One Water Share – 2.02 acres, more or less and one share

### B. Reservations, Exceptions, Covenants, Provisions and Agreements

- (1) This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described properties and the final instrument of conveyance shall contain the following terms and provisions of reservation:

SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States in the Patents which cover the property.

- (2) This sale is made and the conveyance of the hereinabove described property shall be made subject to the following outstanding interests and exceptions which shall be set forth in the final instrument of conveyance in the following manner:

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property:

- (a) All existing licenses, permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.
- (b) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas, and/or minerals, whether or not of record.
- (c) All other existing interests reserved by any original grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affects any portion of the property interest(s) hereinabove described, whether or not of record.
- (d) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements, which may affect the subject property.
- (e) Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy rules and regulations, filed of public record and affecting all or any portion of the subject property.

- (3) This sale is made and the conveyance of the Property shall be made under and in consideration of the following covenants which shall be set forth in the final instrument of conveyance:

#### CERCLA AGREEMENTS AND RESERVATIONS

- 1) NOTICE of HAZARDOUS SUBSTANCE ACTIVITY. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon

information submitted by the USDA Forest Service, the United States hereby gives notice that there is no prior history of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property.

- 2) CERCLA COVENANT. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action or corrective action found to be necessary after the date of this conveyance regarding hazardous substances or petroleum products located on the Property on the date of this conveyance.

1. This covenant shall not apply:

- a. in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- b. to the extent but only to the extent that such additional response action or corrective action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
- c. results in a release or threatened release of a hazardous substance or petroleum products that was not located on the Property on the date of this conveyance; OR
- d. causes or exacerbates the release or threatened release of a hazardous substance or petroleum products the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
- e. in the case of a hazardous substance(s) or petroleum product(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s) or petroleum product(s).

(b) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action or corrective action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include and provide credible evidence that:

- (i) the associated contamination existed prior to the date of this conveyance; and
- (ii) the need to conduct any additional response action or corrective action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession

3. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, response action or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a response action or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records, compilation and other activities related to environmental investigation, and to carry out response or corrective actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, response or corrective actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption of activities of authorized occupants.

4. LEAD-BASED PAINT. In accordance with provisions of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821-46, the Residential Lead Based Paint Hazard Reduction Act, 42 U.S.C. § 4851-56, and implementing regulations found at 24 C.F.R. Part 35, Purchaser will be provided with a copy of the Lead-Based Paint Risk Assessment Report which was produced in accordance with 40 C.F.R. Part 745 and which documents the lead-based paint inspection and risk assessment of the Property.

5. ASBESTOS-CONTAINING MATERIALS.



- A.** The Purchaser is warned that the Property offered for sale may contain asbestos containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- B.** Bidders (Offerors) are invited, urged and cautioned to inspect the Property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (Offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

**6. ADDITIONAL AGREEMENTS REGARDING ENVIRONMENTAL MATTERS.**

- A.** No warranties either expressed or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- B.** The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- C.** The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to

Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint or asbestos on the Property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

- D. The Purchaser agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the Property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material.
- E. The Purchaser agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to: (a) any lead-based paint and/or asbestos-containing building material associated with the Property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the Property, subject to the remedial action covenant and warranty provided above by the United States in accordance with 42 U.S.C. § 9620(h)(4)(D); and, (c) releases or threatened releases on the Property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of the deed.
- F. The Purchaser covenants for itself, its successors and assigns and every successor in interest to the Property here described or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the FAA in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, "Objects Affecting Navigable Airspace" or under the authority of the Federal Aviation Act of 1958, as amended.

## **SPECIAL TERMS OF SALE**

---

### **1. TYPE OF SALE.**

The method of sale used herein can best be described as a written auction or candle sale. It is much like an oral auction except that instead of voice bids, written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your

bid by mail or via computer and increase your bid by either mail, fax or from your computer on the internet from your home or office. Bidding will take place over a couple of weeks or until the property is sold. You can find out when new bids come in and what the high bids are from our web page at [www.auctionrp.com/](http://www.auctionrp.com/) under "view the auction".

## 2. BIDDING IN GENERAL.

Bids will be received until a high bid is awarded. All bids are irrevocable for 90 days from the date of receipt by the Government. The bid that represents the best price to the Government will be considered for acceptance. The Government reserves the right to reject any and all bids at any time for any reason.

## 3. DAILY BIDDING RESULTS.

The present high bid at any time is available (24 hours a day) by viewing the auction at [www.auctionrp.com/auctions2](http://www.auctionrp.com/auctions2).

## 4. INCREASING YOUR BID.

If you learn from the web page that your bid was not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Incremental bids for Bid Item Nos. 1, 2, 4, 5, and 6 must be at least Two Thousand Five Hundred Dollars (\$2,500) more than the previous high bid in order to be considered. For Bid Item No. 3, the incremental bid must be Two Hundred Fifty Dollars (\$250) more than the previous high bid. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. In the event that two bids of equal value are received, the first bid received will be recognized. The fax number (24 hours a day) for increased bids is 817-978-2063. Bidders can increase their bids over the Internet following the on-line instructions or they can submit bids by facsimile. Faxed and mailed bids are only accepted during business hours. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer.

## 5. FAXING YOUR BID.

- a. Bids by fax may be made with a credit card by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is (817) 978-2063.
- b. A bid submitted by fax will only be accepted during business hours and must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:
  - (1) Receipt of a garbled or incomplete bid
  - (2) Availability or condition of the receiving facsimile equipment

- (3) Incompatibility between the sending and receiving equipment
- (4) Delay in transmission or receipt of bid
- (5) Failure of the bidder to properly identify the bid
- (6) Illegibility of bid
- (7) Security of bid data

If your fax bid is not reflected on the web page and your bid is higher than the announced bid, you must call the Sales Office at (817) 978-2331 for verification that your bid was received.

6. FIRST CALL FOR FINAL BIDS.

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page and on the voice mail recording. On that date, if no increased bid is received by the stated time, Central, then bidding will close at the stated time and consideration will be given to award the property to the high bidder. If an increased bid is received between those times, then bidding will be held over until the next business day on the same terms. When bidding stops, the sale will close at the stated time on the next business day.

7. FINAL BIDS AND ENDING THE SALE.

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop or discontinue the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and re-open bidding until bidding stops as described above.

8. TERMS OF PAYMENT.

Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars.

9. BID DEPOSIT.

Paragraph 4 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least **the minimum amount shown on bid form**. Such bid deposit must be in the form of United States currency, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of The General Services Administration. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. Credit card deposits must be made on the Bid Deposit by Credit Card form provided in this IFB.

**10. BALANCE OF PURCHASE PRICE.**

Payment of the balance of the purchase price and required special deposit, if any, shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.

**11. METHOD OF AWARD.**

Successful High Bidder(s) will be notified by letter that award has been made on the item(s) bid.

**GENERAL TERMS OF SALE****(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)**

---

**1. TERM - "INVITATION FOR BIDS."**

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

**2. DESCRIPTIONS IN INVITATION FOR BIDS.**

The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

**3. INSPECTION.**

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

**4. CONDITION OF PROPERTY.**

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

**5. ZONING.**

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement. For specific zoning

information, call the Loa Town and Water Works Office, 80 West Center Street, Loa, UT 84747; (435) 836-2160; or the Fillmore City Office, 75 West Center Street, Fillmore, UT 84631; (435) 743-5233.

#### 6. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 calendar days. If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

#### 7. POSSESSION.

- a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.
- b. Although by assuming possession under a, above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance.

#### 8. TAXES.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

#### 9. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume

responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

#### 10. INSURANCE.

- a. In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- b. Fire, extended coverage, and vandalism and malicious mischief Insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.
- c. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.
- d. Information concerning insurance requirements will be furnished by the Real Property Disposal Division.

#### 11. ANTITRUST LAWS.

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

#### 12. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the



performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

### 13. GOVERNMENT LIABILITY.

If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

### 14. TITLE EVIDENCE.

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

### 15. TITLE.

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

### 16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The Government shall set a sale closing date, said date to be not later than 90 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above.

**17. DELAYED CLOSING.**

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

**18. DOCUMENTARY STAMPS AND COST OF RECORDING.**

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

**19. CONTRACT.**

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

**20. OFFICIALS NOT TO BENEFIT.**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

**INSTRUCTIONS TO BIDDERS – Online Auction**

(Government Real and Related Personal Property)

---

**1. BID FORM.**

- a. Bids must be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn by confirmed request prior to the time fixed in this invitation for Bids for the opening of bids.
- b. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.
  - (1) Check appropriate box for Initial or Increased Bid.
  - (2) Fill in Date of Bid line.
  - (3) Fill in Bid amount in the space indicated.
  - (4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
  - (5) Fill in the Name, Address, and Phone Number section of the Bid Form.
  - (6) Sign and Date the Bid Form.
- c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

**2. BID ENVELOPES.**

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

**3. BID EXECUTED ON BEHALF OF BIDDER.**

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.

The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

- b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

#### 4. BID DEPOSIT TERMS.

- a. A bid deposit must accompany each bid not less than the amount required by this Invitation for Bids, in the form of a certified check, cashier's check, or postal money order payable to the order of:
  - (1) "General Services Administration or (Name of Bidder)".
  - (2) This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids.
  - (3) Credit cards may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in this Invitation for Bids. CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM. Credit card deposits on rejected bids will be credited within 5 working days after rejection of the bid.
- b. The successful bidder agrees to deposit within ten days of acceptance by the Government, an amount which is equal to ten percent of the bid price when added to the deposit previously submitted. At the time of sales closing, all monies paid by the purchaser will be credited without interest toward the total purchase price.
- c. Bid deposits received from the two highest bidders may be held as stipulated in Paragraph 5, Backup Bidder. All other registration deposits will be returned.

#### 5. BACK UP BIDDER

The second-highest bidder will be the Backup Bidder. If the High Bidder is unable to consummate the transaction, the second highest bidder may then be considered for award. The Backup Bidder's deposit may be retained, without interest, for this purpose. The bid deposit of the second-high bidder will be returned by mail

immediately after consummation of the transaction with the high bidder. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.”

6. ADDITIONAL INFORMATION.

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

7. WAIVER OF INFORMALITIES OR IRREGULARITIES.

The Government may, at its election, waive any minor informality or irregularity in bids received.

8. ACCEPTABLE BID.

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

9. NOTICE OF ACCEPTANCE OR REJECTION.

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

## QUITCLAIM DEED

THIS DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, and \*(Grantee's name), \*(Grantee's marital status), of \*(Grantee's address), County of \*, State of \*, hereinafter called Grantee.

WITNESSETH, that the Grantor, for and in consideration of \*(spell out dollars) and 00/100 Dollars (\$.00), the receipt whereof is hereby duly acknowledged, under the authority of the Forest Service Facility Realignment and Enhancement Act of 2005 (Title V. P.L. 109-54) does hereby remise, release, and quitclaim unto the Grantee, its successors and assigns, all its right, title, interest, and claim, in and to the real property situated in the County of \_\_\_\_\_, State of Utah, described as follows:

\* Principal Meridian

\*(Insert legal description)

Subject to:

Reservations:  
(Insert, if any)

Outstanding Rights:  
(Insert, if any)

**IN WITNESS WHEREOF**, The Grantor, by its duly authorized representative, has executed this Quitclaim Deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 F.R. 34283, August 29, 1984.

UNITED STATES OF AMERICA

BY: \_\_\_\_\_  
JEANNE A. EVENDEN  
Director of Lands  
Intermountain Region  
USDA Forest Service

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

)ss

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me,  
\_\_\_\_\_, a Notary Public in and for Weber County, personally appeared **JEANNE  
A. EVENDEN**, Director of Lands, Intermountain Region, Forest Service, U. S.  
Department of Agriculture, the signer of the within instrument, who acknowledged to  
me that she executed the foregoing Instrument, who acknowledged to me that she  
executed the foregoing instrument, by duly delegated authority.

\_\_\_\_\_  
Notary Public for the State of Utah

Residing in \_\_\_\_\_

My commission expires \_\_\_\_\_

**Sample Sample Sample**

**BID FORM** (Page 1 of 2)

FOR PURCHASE OF GOVERNMENT REAL PROPERTY

(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)

**Loa and Fillmore City Residences and one water share**  
**Loa and Fillmore City, Utah**

**Initial Bid**☐**Increase Bid**☐

Check One

**Backup Bidder**☐**Sale #USDA-R-1547**

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within ninety (90) calendar days after the date of bid opening, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale (Government Property for Removal from Site); the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

BID ITEM	Description	Deposit	Bid Amount
#1	Fillmore City Residence	\$5,000	
#2	Loa Residence	\$7,500	
#3	One Water Share	\$500	
#4	Bid items #2 & #3	\$8,000	
#5	Bid items #1 & #2	\$12,500	
#6	Bid items #1, #2 & #3	\$13,000	

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s): Include the manner

\_\_\_\_\_  
 \_\_\_\_\_

of holding title (Husband and Wife, Joint Tenants, etc.) if applicable.

Bidder Represents that (s)he operates as:  
 (check the appropriate box)

☐ an individual

☐ an individual doing business as:

☐ a partnership consisting of:

☐ a trustee acting for:

☐ a corporation, incorporated in the state of:

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 3a., of this Invitation for Bids.)

Name and address of bidder (type or print)

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

Signature and Date

Signer's name and title (type or print)



**BID FORM (Page 2 of 2)****CERTIFICATE OF CORPORATE BIDDER**

To be completed by corporate official other than the person signing bid above

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official title)

of the Corporation named as bidder herein; that \_\_\_\_\_

who signed this bid on behalf of the bidder, was then \_\_\_\_\_  
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation by  
authority of its governing body and is within the scope of its corporate powers.

(SEAL)

\_\_\_\_\_  
Signature of Certifying Corporate Officer

\_\_\_\_\_  
DATE

---

---

**ACCEPTANCE BY THE GOVERNMENT**

The foregoing bid for purchase of Government owned property known as the Loa and/or Fillmore Residencies, and/or one water share, GSA Control Numbers 7-A-UT-0518 and 7-A-UT-0519 is hereby accepted by and on behalf of the United States of America acting by and through the:

**Administrator of the U. S. General Services Administration**

on this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

Signature of Contracting Officer: \_\_\_\_\_

Name and Title of Contracting Officer: \_\_\_\_\_

# Bid Deposit by Credit Card

**To: General Services Administration  
Real Property Disposal Division (7PR)  
Attn: Linda Perry, Realty Officer  
819 Taylor Street, Suite 8A10  
Fort Worth, TX 76102**

**Fax Number: 817-978-2063**

**This form may be submitted by Fax.**

**Deposit Amount: \$\_\_\_\_\_**

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. USDA-R-1547. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 4, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

**Applicant's Last Name (please print): \_\_\_\_\_**

**First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_**

**Address: \_\_\_\_\_**

**City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_**

**Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Discover \_\_\_\_\_ Amex \_\_\_\_\_**

**Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_**

**Driver's License #: State /DL# \_\_\_\_\_**

**Name as it appears on card: \_\_\_\_\_**

**E-Mail Address: \_\_\_\_\_**

**Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

### NOTICE TO PROSPECTIVE BIDDERS

The Real Property Disposal Division maintains a record of the name and address of all parties issued copies of this Invitation for Bids. If you are not the person who received this Invitation for Bids directly through the mail from the government or through an official representative of the Government, it is to your benefit to advise the office issuing this Invitation of the address to which any addendum or supplement should be mailed. For this purpose, complete, detach and mail this form. Postage is required.

Please send any addenda, supplements, etc., that may be issued applicable to the IFB for sale number USDA-R-1547, property in Fishlake National Forest, Utah, to:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

REALTY OFFICER: Linda Perry

CASE NUMBER: 7-A-UT-0518/0519

---

---



U.S. General Services Administration  
Public Buildings Service  
Real Property Disposal Division (7PR)  
819 Taylor Street, Room 8A10  
Fort Worth, TX 76102-6103

*Official Use Only*  
*Penalty for Private Use \$300*